

C99-2

Douglas Ralph Saint, Patricia Ann Braun, M.D. and  
Jonathan Cromwell Saint  
*general delivery*  
Lindale Post Office  
Lindale, Texas 75771

RECEIVED  
JAN 12 2 11 PM '99  
U.S. POST OFFICE  
LINDALE, TEXAS

January 4, 1999

REGISTERED MAIL  
R 805 925 216

W. Gail Willette,  
Director, Office of the Consumer Advocate  
Postal Rate Commission  
1333 H Street NW  
Washington, D.C. 20268-0001

Dear Ms. Willette

Complaining is difficult for us, as we, like most Americans, are complacent and trusting of those in positions of responsibility and official position. When we retired in August, we simply wanted to travel and see America starting from a central point. That point is Lindale, Texas. We believed that the Post Office would simply hold our mail in the *general delivery* section, so we could continue to correspond with friends, acquaintances and patients, and receive our medical literature. As we now do not need, nor want, nor have a residence, our lives are those of transient travelers.

The first few times we picked up our mail held in *general delivery*, the person behind the counter smiled and welcomed us to the Lindale area. After about two months we were asked for an address, and we told them that we didn't have one. We were told verbally that "general delivery" can only be used for 30 days and at the end of such time we had to record a residence on a pink index-type card or rent a post office box. On one occasion it was suggested that we record the address of a friend or "neighbor," as if that would fulfill some paperwork requirement, even though it be false and blatantly an imposition on any local acquaintance.<sup>1</sup> Throughout the month of November, the staff at the Lindale Post office became increasingly hostile and demanding towards us, asking repeatedly for an address. Each time, we explained our circumstances. Then on or about November 10, we were told that we could *no longer* receive general delivery and that the post office would return all our mail to the senders. This shocked our consciences. This prompted our research and our first letter to the Postmaster of 75771, to which Ms. Todd answered. Please read these two letters. This was followed by our second letter to Ms. Todd, with a copy to the Vice President and General Counsel. Please read this letter. We then received Mr. Kessler's letter shortly afterward. Please read that letter. Please note in that letter that he referred us to the Postal Service's Vice President and Consumer Advocate, located at 475 L'Enfant Plaza, SW, Room 5912, but our study of the law shows that we should address our complaint to the Commission. Why would he advise us to consult the wrong agency?<sup>2</sup>

This process has begun to occupy a great deal of our time because we have needed to consult the law and do further legal research. We firmly believe that we have a Constitutional right to have our post held in the *general delivery* section, and find confirmation of that in the law. We have not consulted our attorney as yet, but if this letter does not get the desired effect, that

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<sup>1</sup> The Postal Rate Commission is an independent agency created by the Postal Reorganization Act, as amended (39 U.S.C. 3601-3604). United States Government Manual, 1997-98, p. 648.

will be our next step. This is a serious situation where personalities are countermanding clearly established law. Please excuse the form of this attached complaint, as we are as yet, informally trying to exercise our rights to administrative due process remedy as best we understand them

Most sincerely,

*Douglas Ralph Saint*  
Douglas Ralph Saint

*Patricia Ann Braun, M.D.*

Patricia Ann Braun, M.D.

*Jonathan Cromwell Saint by his father*  
Jonathan Cromwell Saint

cc:

Ms. Ledonda Todd  
"Officer in Charge"  
Lindale Post Office  
Lindale, Texas 75771

Richard S. Kessler  
225 N. Humphreys Boulevard  
Memphis, Tennessee 38166-0170

Mary S. Elcano  
Senior Vice President and General Counsel  
United States Postal Service  
475 L'Enfant Plaza, SW, Room 6004  
Washington, D.C. 20260-1100

Lowell Becraft  
209 Lincoln Avenue  
Huntsville, Alabama 35801

# COMPLAINT

## INTERESTED PARTIES

Comes now Douglas Ralph Saint, Patricia Ann Braun, M.D., and Jonathan Cromwell Saint, hereinafter **COMPLAINANTS**, to redress grievance pursuant to law.

## NATURE OF THE LAW and JURISDICTIONAL STATEMENT

This complaint follows the Law found in the Constitution, Article of Amendment One Codified for this particular purpose at 39 United States Code 3662<sup>1</sup>, Code of Federal Regulations, Part 39, Subpart E, 3001.81 et sec. (39CFR3001.81) Rules Applicable to Rate and Service Complaints. The Postal Rate Commission, hereinafter the Commission, has authority to hear this complaint.

## NATURE OF THE COMPLAINT

As a general rule, complaints are a result of some actual damage. In this particular case, actual damage has been threatened, but will not actually occur until after January 10, 1999. However, most courts consider the mental anguish and the process one might pursue to prevent an egregious wrong sufficient to qualify as damage.

The "Acting Postmaster ("Officer in Charge")"<sup>2</sup>, 75771, Ms. Leonda Todd and USPS Attorney, Richard S. Kessler, hereinafter **NON CONFORMERS**, are acting in concert to obstruct **COMPLAINANTS** access to the mail<sup>3</sup> by threatening to perform acts beyond the scope of and acts that do not conform with the policy and intent of Congress in passing the Postal Service Act, Public Law 86-682, Sec. 1, September 2, 1960, 74 Stat. 578, Revised and Reenacted by Public Law 91-375, sec. 2, August 12, 1970, 84 Stat. 719. Their concerted actions, when committed, will not conform to the policies set out in said Act, and will result in violation of Congressional directives to the Postal Service which will adversely affect all senders and USPS customers and all recipients of Lawful Postal Matter. Furthermore their planned actions will violate many federal constitutional, civil and criminal statutes. To prevent further damage to **COMPLAINANTS** this complaint is set forth for the consideration of the Postal Rate Commission, hereinafter the Commission.

## CONTROVERSY

There rests but one single issue between the **COMPLAINANTS** and **NON CONFORMERS** that is placed in the purview of the Commission. **NON CONFORMERS** have threatened to discontinue holding mail in the general delivery section for **COMPLAINANTS** as of January 10, 1999 based on USPS rule found in the Domestic Mail Manual at D390.1.2b.

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<sup>1</sup> Sec. 3662. Rate and service complaints. Interested parties who believe the Postal Service is charging rates which do not conform to the policies set out in this title or who believe that they are not receiving postal service in accordance with the policies of this title may lodge a complaint with the Postal Rate Commission in such form and in such manner as it may prescribe.

<sup>2</sup> Kessler letter, December 10, 1998, Page 1, second paragraph.

<sup>3</sup> 18 USC 1701. Whoever knowingly and willfully obstructs or retards the passage of the mail, or any carrier or conveyance carrying the mail, shall be fined under this title or imprisoned not more than six months, or both.

Whereas the Commission, promulgates rules and regulations, establishes procedures and takes other actions necessary to carry out its obligations,<sup>4</sup> and in doing so there exists in D930.1.2b an arbitrary and discriminatory rule that is being used to deprive citizens of lawful access to postal matter.

### **PAST HISTORY**

Please see accompanying correspondence between **COMPLAINANTS** and **NON CONFORMERS**.

### **POLICIES TO BE CONTROVERTED BY ACTS OF NON CONFORMERS**

It is the intent of Congress through the Postal Service Act to provide mail service to the entire population. The Law establishes Postal Policy<sup>5</sup>:

(a) The United States Postal Service shall be operated as a basic and fundamental service provided to the people by the Government of the United States, authorized by the Constitution, created by Act of Congress, and supported by the people. The Postal Service shall have as its basic function the obligation to provide postal services to bind the Nation together through the personal, educational, literary, and business correspondence of the people. It shall provide prompt, reliable, and efficient services to patrons in all areas and shall render postal services to all communities. The costs of establishing and maintaining the Postal Service shall not be apportioned to impair the overall value of such service to the people.

Under this law, the Postal Service provides four modes of mail delivery: caller service, carrier delivery service, general delivery, and post office box service.<sup>6</sup> The Postal Service is mandated to deliver mail as addressed unless the Postal Service is instructed otherwise.<sup>7</sup>

The threatened arbitrary and capricious acts by the **NON CONFORMERS** will undermine this intent. **COMPLAINANTS** are Citizens, not residents<sup>8</sup> and habitual travelers with no claim to residence. Access to mail is a necessity<sup>9</sup> and denying access to postal matter is a First Amendment Constitutional issue. One **COMPLAINANT** is a Medical Doctor, and although she has no active practice, she still communicates with past patients and diagnostic laboratories. Denial of access to mail may expose the Postal Service to liability if a patient is harmed because reports are not delivered as addressed.

### **USPS LEGAL OPINION**

On December 10, 1998, by certified mail, Mr. Kessler in the Law Department in Memphis, by request from the Senior Vice President and General Counsel, Mary S. Elcano, sent to

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<sup>4</sup> United States Government Manual, 1997/98, p.648.

<sup>5</sup> 39 USC 101, Pub. L. 91-375, Aug. 12, 1970, 84 Stat. 719.

<sup>6</sup> 39 CFR 3001, Appendix A to Subpart C—Postal Service Rates and Charges, 2010 Delivery Services

<sup>7</sup> Ibid. 2020 Conditions of Delivery, 2021 General.

<sup>8</sup> Residency is a political question subject to the Law of Nations. "Residents as distinguished from citizens, are aliens who are permitted to take up a permanent abode in the country." Law of Nations, Emer De Vattel, 1758, §213. See also Federalist Papers, Number 42 and 43 by Madison, who covers the problems of converting residents to citizens.

<sup>9</sup> **COMPLAINANTS** letter of November 12, 1998.

**COMPLAINANTS** a new Postal Service legal position on the matter. Instead of pleading the 30-day limit that Ms. Todd promoted, a new tack was taken; D930.1.2b. Mr. Kessler related that:

"After careful consideration, Ledonda S. Todd, the Acting Postmaster ("Officer in Charge") of Lindale, Texas, has determined that the two or three tubs of mail which you receive weekly are too voluminous to be accommodated regularly as general delivery mail."

As you have seen via the *initial* correspondence between Ms. Todd and the **COMPLAINANTS**, no issue of mail volume or service level was ever mentioned. The **COMPLAINANTS** had previously quoted the D390.1.2b section precisely *because* there had theretofore not been an issue of mail volume.<sup>10</sup> In the four months of holding mail in the general deliver section, Ms. Todd and her staff considered the volume reasonably accommodatable as we received approximately one bin a week with the only controversy being Ms. Todd's contention that, "We have more than met the requirement of giving you General Delivery service for 30 days."<sup>11</sup> To this very day, no one from the Lindale Post Office has ever whined to **COMPLAINANTS** about volume of mail. It is crucial that notice be taken of this fact, as this "volume" approach was taken only after Ms. Todd communicated with Mr. Kessler.

Upon the hour, after receiving Mr. Kessler's letter, **COMPLAINANTS** told Kessler by voice mail that Ms. Todd misrepresented the truth about the volume of mail.<sup>12</sup> Mr. Kessler did not respond to this notice via our voice mail message, nor to his secretaries notation to return our call regarding this fact.

Please understand that neither Ms. Todd nor the staff of the Lindale Post Office ever complained about unreasonable volume. Nor did Ms. Todd complain about unreasonable volume in her correspondence with the **COMPLAINANTS**. volume was never an issue until Ms. Todd communicated with Mr. Kessler and their combined wills in the matter became paramount.

#### **DISCUSSION**

"D390.1.2 Service Restrictions: General delivery is available at only one facility under the administration of a multifacility post office. A postmaster may refuse or restrict general delivery;"

- a. To a customer who is unable to present suitable identification
- b. To a customer whose mail volume or service level (e.g., mail accumulation) cannot reasonably be accommodated."

It is fact that these "Service Restrictions" found in the Domestic Mail Manual (DMM) are not supported in the Act, and are not codified into the United States Code, nor could they be reflected in the Code of Federal Regulations. Furthermore these "Service Restrictions" have not been found by **COMPLAINANTS** in the Federal Register. "Service Restrictions" are but a suggestion created by the Postal Service with no basis in law. The Postal Service rule found at D390.1.2b as compared to the directives<sup>13</sup> of the law makes the question of volume, and the proposed actions of the **NON CONFORMERS** irrelevant as restrictions of this nature are neither legislated nor contemplated by Congress.

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<sup>10</sup> **COMPLAINANTS** letter of November 26, 1998.

<sup>11</sup> Todd Letter of November 23, 1998.

<sup>12</sup> See **COMPLAINANTS** Affidavit, enclosed.

<sup>13</sup> "The Postal Service shall serve as nearly as practicable the entire population of the United States." 39 USC 403(a).

It is curious that Mr. Kessler quotes the rule<sup>14</sup>, but he chooses to describe Ms. Todd's cause as "too voluminous to be accommodated regularly" instead of the parameters established by said rule.<sup>15</sup> The Postal Service presumes general delivery service to be ongoing and regular as detailed in this complaint under the heading "UNDERSTANDING THE 30 DAY PROCESS," below.

### **ARBITRARY and CAPRICIOUS<sup>16</sup> NATURE OF D930.1.2b**

A capricious determination of volume to be decided by the "postmaster" in *any* case becomes arbitrary and a source of unreasonable discrimination.

#### **Sec. 403. General duties**

(c) In providing services and in establishing classifications, rates, and fees under this title, the Postal Service shall not, except as specifically authorized in this title, make any undue or unreasonable discrimination among users of the mails, nor shall it grant any undue or unreasonable preferences to any such user.<sup>17</sup>

This is born out as **NON CONFORMERS** felt compelled to lie about the volume of mail received just to achieve their goal of denying **COMPLAINANTS** access to mail. Why should two or three bins be too voluminous to some, where ten bins would be acceptable to others? Now consider the rule in light of a "postmaster" deciding that one piece of mail per week was too voluminous. Where does this minuscule and ridiculous notion of volume merge with the gigantic?

If the Commission allows this action on the part of the **NON CONFORMERS**, pray, tell us who is to determine when the volume has returned to a level that is *NOT* too voluminous to be reasonably accommodated and general delivery service may be resumed? It never could be, simply because every piece of postal matter when returned to the sender makes an estimate of volume impossible. Pray, tell us how **COMPLAINANTS** are to communicate with Congress for a First Amendment Redress of Grievance without the mail service which **NON CONFORMERS** plan to deny through misrepresentation of volume, but are nonetheless obligated by law to provide?

(a) ...The Postal Service shall have as its basic function the obligation to provide postal services to bind the Nation together through the personal, educational, literary, and business correspondence of the people.<sup>18</sup>

### **DELEGATED AUTHORITY**

But, no one wishes a burden<sup>19</sup> placed upon those who are acting postmasters<sup>20</sup> but who are not postmasters<sup>21</sup>, as is obvious in this case. Indeed, Ms. Todd refers to herself as the "Officer in

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<sup>14</sup>Kessler letter of December 10, 1998, page 1, paragraph 2.

<sup>15</sup>Ibid. "[t]o a customer whose mail volume or service level (e.g. mail accumulation) cannot **reasonably** be accommodated."

<sup>16</sup>Characterization of a decision or action taken by an administrative agency or inferior court meaning willful and unreasonable action without consideration or in disregard of facts or without determining principle. Black's Law Dictionary, Fifth Ed., 1979.

<sup>17</sup>39 USC 403(c), Pub. L. 91-375, Aug. 12, 1970, 84 Stat. 723; Pub. L. 96-70, title I, Sec. 1331(c)(1), Sept. 27, 1979, 93 Stat. 482.

<sup>18</sup>39 USC 101, Pub. L. 91-375, Aug. 12, 1970, 84 Stat. 719.

<sup>19</sup>"We have put no hardship on you, nor do we ever intend to." **COMPLAINANT** letter of November 26, 1998,

Charge" and not as "Acting Postmaster" nor the postmaster.<sup>22</sup> **COMPLAINANTS**, still question whether Ms. Todd should have accepted Certified Mail addressed to the postmaster. The position of postmaster is predicated upon appointment by the Postmaster General<sup>23</sup>. The rule at D930.1.2b gives the power of discretion to the postmaster, but not to the "Officer in Charge" or "Acting Postmaster" as **NON CONFORMERS** claim. **COMPLAINANTS** understand that there should be a letter of appointment and oath of office on file for Ms. Todd. However, since Ms. Todd does not claim to be the appointed postmaster, **COMPLAINANTS** assert that she has not the discretionary power related by the rule. Furthermore, as a hired attorney, Mr. Kessler lacks the delegated authority to empower Ms. Todd to carry out the rule and return **COMPLAINANTS** Lawful Postal Matter for any reason whatsoever, regardless of what Mr. Kessler claims her "authority" to be.<sup>24</sup>

D390.1.2b was probably intended to give appointed postmasters relief from abuse of mail service, of which **COMPLAINANTS** are obviously innocent, and was never meant to be used as a tool of discrimination.

### **VOLUME OF MAIL**

Lindale is a single facility post office, and holds mail general delivery for others as witnessed by many incorrectly placed pieces of mail including parcels received in our bin that are addressed to others at 'general delivery.' As testimony reveals, **COMPLAINANTS** receive an average of one bin every two weeks, or approximately 60 pieces of postal matter per week. **COMPLAINANTS** have never received three bins in one week, and only twice did **COMPLAINANTS** receive two bins, once after twelve days, and the other after seventeen days.

Mr. Kessler uses a different term, "tubs," discussed below, two or three of which constitute a "too voluminous to be accommodated regularly" burden in the eyes of Ms. Todd. **COMPLAINANTS** fail to see how two or three of anything constitutes a too voluminous condition.

But when considering volume, it must be determined what is meant by volume. The term may be quantity or measurement of space occupied. The white plastic bins we receive are approximately 18.25x13 inches tapering to 15x11 inches over 11.25 inches. This bin scarcely holds a volume more than a cubic foot and a half and will occupy a floor space no larger than the top dimensions. Stack ten bins half full, and the space taken is the same, only the stack is a little taller. Perhaps Mr. Kessler's "tubs" are the roll-around canvas or metal type occupying a great deal of space, and could possibly cause some problems in smaller post offices, but he did not specify. The bins we receive occupy little space. But the term volume has another meaning; quantity.

It is difficult for **COMPLAINANTS** to control quantity as the Postal Service is used by its customers for commercial purposes.

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page 3.

<sup>20</sup>Kessler letter of December 10, 1998; "...Todd, the Acting Postmaster ("Officer in Charge")...", page 1.

<sup>21</sup>Pub. L. 91-375, Sec. 13(a)(1), details the appointment of the acting postmaster to the position of postmaster.

<sup>22</sup>Todd letter of November 23, 1998, signatory line.

<sup>23</sup>"...the Postmaster General shall appoint postmasters at offices of all classes in the competitive civil service..." 39 USC Sec. 1001, Section 13(a) of Pub. L. 91-375.

<sup>24</sup>Ibid. "Ms. Todd has complete authority and discretion to determine that your mail volume...", page 1.

## DEALING WITH ABSURDITY

For a moment, pretend that **COMPLAINANTS** decide to stay in the Lindale area, and install an approved rural box, but still travel extensively. Now that **COMPLAINANTS** need not concern themselves with mail volume, they decide to subscribe to a hundred magazines and request a thousand catalogues from mail-order businesses and accept the resulting junk mail because it is interesting to read. The Board executives are thrilled at the additional load, as it is intuitively obvious that the Postal Service is a monopoly with executive branch protection, doing business to make a profit<sup>25</sup>; the more mail delivered the higher the profit! The **COMPLAINANTS** have no problem with this business for profit motive so long as it does not interfere with the intent of Congress. By returning **COMPLAINANTS** mail, one might say that **NON CONFORMERS** are in direct conflict with the policy of the Board of Governors who are to exercise their:

*"powers through management that is expected to be honest, efficient, economical, and mindful of the competitive business environment in which the Postal Service operates,"<sup>26</sup>*

But what happens when the rural post box is full? Does the delivery person toss the mail on the ground, or simply notify **COMPLAINANTS** that the local post office is holding overflow mail? There are NO volume limitation on overflow mail. Where does the post office put that overflow mail? White bins? By law can the Postal Service return that overflow mail to the sender before 30 days? **COMPLAINANTS** see no difference between tossing overflow mail in a white plastic bin from "Free of Charge" residential service and tossing mail in a white plastic bin from "Free of Charge" general delivery.

Perhaps the volume concept is easier understood by looking at the second "Other Delivery Services", "Firm Holdout." Like general delivery there is no charge for Firm Holdout, which is a daily post office pickup service available to those receiving 50 letters or more on the first delivery trip<sup>27</sup>. In this case, 50 letters or more per day is not a "too voluminous to be accommodated regularly" burden on the postmaster as the service may be CANCELED when the daily inflow drops below 50 letters over a 30 day period!<sup>28</sup> In the **COMPLAINANTS** case, should not the first step of the **NON CONFORMERS** have been to encourage **COMPLAINANTS** to pick up mail more often? Was it ever suggested? Never, as this was not an expressed problem plaguing Ms. Todd.

The postmaster may choose to cancel "Firm Holdout" under one other condition. Apparently, held mail becomes a "too voluminous to be accommodated" reasonably when mail accumulates uncollected for 10 consecutive days. Assume the minimum of 50 letters per day for 10 days, 500 letters; yet with no upper limit set, the volume could realistically be ten times that many, and if volume relates to cubic inches, it could amount to a great deal of storage space. In four months of holding mail in general delivery, the post office has never held 500 letters addressed to the **COMPLAINANTS** for 10 consecutive days. **NON CONFORMERS** argument is based on a falsehood.

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<sup>25</sup> **Customer.** One who regularly or repeatedly makes purchases of, or has business dealings with, a tradesman or business. Black's Law Dictionary, Fifth Ed., 1979.

<sup>26</sup> Establishment of the U.S. Postal Service, 39CFR1.1.

<sup>27</sup> D930.2.1

<sup>28</sup> D930.2.3



## **EFFECTS ON THE SENDER**

To send **COMPLAINANTS** Postal Matter back under any pretense after postage has been paid and delivery promised, makes **NON CONFORMERS** action a scheme to defraud<sup>29</sup> the senders who communicate with **COMPLAINANTS** through Lawful Postal Matter. **COMPLAINANTS** see no burden of volume on the post office, but are beginning to see a conspiracy against rights.<sup>30</sup>

## **UNDERSTANDING THE 30 DAY PROCESS**

Both the Todd and Kessler letters set limits as for time of service to 30 days. This follows the abusive intent that has been consistent on the part of the **NON CONFORMERS** from the beginning as they now plan to use D930.1.4 to punish **COMPLAINANTS** for what **NON CONFORMERS** now call a "too voluminous to accommodate" volume of mail.

**COMPLAINANTS** diligently tried in the November 26, 1998, letter to discuss this issue in a logical manner, which was apparently lost on the **NON CONFORMERS**.

**COMPLAINANTS** incorrectly presumed that any person placed in a position of authority like Ms. Todd, and certainly anyone in the position of attorney for the Postal Service would be aware of Postal Bulletin #21877, 9-29-94<sup>31</sup>, attached, which totally supports **COMPLAINANTS** position regarding indefinite general delivery service. As an attorney, Mr. Kessler is held to a higher standard of the law. Because of this, Mr. Kessler knew or should have known and understood the law which he is paid to represent in Title 39, United States Code and the Constitutional necessity of mail supported by Article One, Section 8, Clause 7 and the First Article of Amendment to the Constitution, to which he has sworn to God to uphold and defend. Because he is held to a higher standard, Mr. Kessler should also know and understand the ramifications of encouraging controversy between parties.

## **SPECIFIC RELIEF**

1. **COMPLAINANTS** pray that the Commission **IMMEDIATELY** enjoin **NON CONFORMERS** from returning to sender any postal matter addressed to **COMPLAINANTS** prior to the mandatory waiting period of 30 days per individual item of mail as given in D930.1.4 and in compliance with Postal Bulletin #21877, 9-29-94, page 7.

2. **COMPLAINANTS** pray that the Commission disallow **NON CONFORMERS** cause for any of the multitude of reasons detailed above.

3. **COMPLAINANTS** pray that the Commission direct the "postmaster," 75771, to log each piece of mail addressed to **COMPLAINANTS** into a register which is to be a permanent record. That the Commission instruct the "postmaster" to record the following items:

- a. Name of addressee.
- b. Sender's name and address.

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<sup>29</sup> Within the meaning of mail fraud statute is the intentional use of false or fraudulent representations for the purpose of gaining a valuable undue advantage or working some injury to something of value held by another. Black's Law Dictionary, Fifth Ed., 1979 under "Scheme"

<sup>30</sup> 18 USC 241. If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same; They shall be fined under this title or imprisoned not more than ten years, or both.

<sup>31</sup> "Note: The 30-day limit in DMM 930.1.4 refers to how long mail is usually held in the General Delivery section, not to how long a person can receive general delivery service." Postal Bulletin, 21877, 9-29-94, Page 7.

- c. Date received in post office.
- d. Date and condition of disposition (note as to whether the individual item of post was either *returned or collected by COMPLAINANTS*.)
- e. Days to disposition.
- f. Running total of quantity of postal matter received or an actual calculation of total volume occupied, to be zeroed or adjusted at time of disposition.
- g. Name and position of person making the report.
- h. Reviewed and initialed by the "postmaster."
- i. Copies of the record be submitted to the Commission and **COMPLAINANTS** on a weekly basis.

4. **COMPLAINANTS** pray that the Commission sanction Ms. Todd for lying and Mr. Kessler for the facilitating the lie solely to achieve **NON CONFORMERS** intended goal of denying **COMPLAINANTS** access to the mail and senders/customers access to the **COMPLAINANTS**.

5. **COMPLAINANTS** pray that the Commission publish guidelines to increase "postmaster" understanding of the Constitutional right of the people to receive general delivery, and guidelines to help "postmasters" distinguish between rules that are discretionary and laws that are mandatory.

6. **COMPLAINANTS** pray that the Commission review D930.1.2b and either remove the rule or amend it in such a manner that arbitrary discrimination is no longer possible.

7. **COMPLAINANTS** pray that if the Commission finds against the **COMPLAINANTS** that the Commission protect **COMPLAINANTS** First Amendment rights, by securing **COMPLAINANTS** general delivery service at Lindale, Texas, 75771, until the process of Redress of Grievance is completed, including redress of Congress and any and all litigation in pursuance thereof.

Or, in the alternative:

The **COMPLAINANTS** pray that the Commission direct the "Officer in Charge" of 75771 to simply place postal matter addressed to the **COMPLAINANTS** in the white plastic bins and await collection by the **COMPLAINANTS**.

We thank you in advance for your consideration and time involved in this matter. We are truly sorry that this issue had to get to this level. Until we hear from you, we remain,

Respectfully yours,

  
Douglas Ralph Saint

  
Patricia Ann Braun, M.D.

  
Jonathan Cromwell Saint

cc: Leonda Todd  
"Officer in Charge"  
Lindale Post Office  
Lindale, Texas 75771

Richard S. Kessler  
225 N. Humphreys Boulevard  
Memphis, Tennessee 38166-0170

Mary S. Elcano  
Senior Vice President and General Counsel  
United States Postal Service  
475 L'Enfant Plaza, SW, Room 6004  
Washington, D.C. 20260-1100

Lowell Becraft  
209 Lincoln Avenue  
Huntsville, Alabama 35801

# The State of Texas,

County of Dallas

Know All Men by These Presents

BEFORE ME, the undersigned authority, personally appeared Douglas Ralph Saint and Patricia Ann Braun, M.D.

who, upon their oath, deposed and stated:

Affiant's names are Douglas Ralph Saint and Patricia Ann Braun, M.D., and receive mail via:

general delivery  
Lindale Post Office  
Lindale, Texas 75771-9999

Affiants have personal knowledge of the facts set herein, and are competent to testify and do so of Affiants own free will. This affirmation is in regard to the volume of mail held for the Affiants in general delivery at the Lindale Post Office in Lindale, Texas, from August 31, 1998, to the current, January 4, 1999.

Affiants state that neither Ms. Leonda Todd nor the staff of the Lindale Post Office have ever mentioned any problem with mail volume to the Affiants. Affiants state that Affiants neither individually nor collectively have ever received "two or three tubs" in any one week of mail service.

Affiants state that on two occasions two white plastic bins were received, both occasions were the result of not being able to collect post for at least a twelve day period. Affiants state that in one of the two bin collections, there was a package taking up 1/4 to 1/2 of the bin and said package was not the Affiant's, but belonged to someone else via general delivery.

On one occasion Affiants did receive three bins which was the result of not being able to collect post for at least seventeen days. Affiants state that in the last week of December, Affiants did receive two packages that would have taken up one bin each. Whether these arrived in the same week or not, Affiants can not say, as Affiants had not collected post for a 10 day period. This last bin collected was half full. The other occasions of collection, the Affiants have received only one bin, being 1/2 full or 3/4 full, and these collection times were always over a time period greater than one week.

Further, Affiants sayest naught.

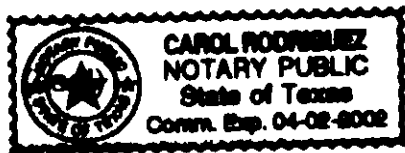
Douglas Ralph Saint  
Douglas Ralph Saint

Patricia Ann Braun M.D.  
Patricia Ann Braun, M.D.

STATE OF TEXAS  
COUNTY OF Dallas

SUBSCRIBED AND SWORN TO ME on this 7th day of January, 1999.

My commission expires: 4-2-2002



Carol Rodriguez  
Notary Public in and for the State of Texas  
Notary's printed name:

Carol Rodriguez

Patricia Ann Braun, M.D. and Douglas Ralph Saint  
general delivery  
Lindale Post Office  
Lindale, Texas

November 12, 1998

CERTIFIED MAIL  
Z 351 245 899

Postmaster,  
Lindale Post Office,  
Lindale, Texas 75771

Dear Sir/Madam:

As a response to continued insistence regarding Postal Service Policy towards a limited time length for general delivery, we offer the following information as to the necessity for our actions

The Constitution, 1787, gives Congress the power to establish Post Offices and Post Roads through Article I, Section 8, Clause 7.<sup>1</sup> While Congress reserves the right to abolish the Post Office any time it desires, no act to abolish has ever been passed, that is to say, Constitutional Post Offices legally exist today. Chief Justice Holmes commented regarding the duty of Post Offices; "but while it carries on, the use of the mails is almost as much a part of free speech as the right to use our tongues."<sup>2</sup>

However, on October 12, 1970, 183 years after the establishment of Post Offices, Congress created an independent establishment<sup>3</sup> in the form of a quasi-governmental corporation named the "United States Postal Service" and placed its regulation under the Executive Branch. The intent was to secure a self funding and efficient mail delivery system for its customers. The Service commenced operation on July 1, 1971<sup>4</sup>. The mission statement of the Postal Service is to expand and improve service to the public, engage in customer cooperation activities, including the development of programs for both the general public and major customers.<sup>5</sup>

However, many people, including Service Postmasters and Clerks confuse the public commercial entity "Postal Service" with the Constitutional entity akin to the First Amendment, the "Post Office" and are unaware of their dual capacity and responsibility. Although the Postal Service has regulations regarding General Delivery for its customers, we have no desire to be customers of the newly created Postal Service. We, as transients, necessitate the use of the Post Office for the handling of our post. We only desire to have a holding bin for correspondence from our private acquaintances. We have no address, and, as we are not aliens, no laws exist proscribing the necessity for a permanent address, such as those found under Federal Immigration and Naturalization Laws and various Texas laws involving aliens who are residents and permanent residents. Nor do we desire the convenience of "free delivery." Nor will we afford a "post box." Our desire is not to raise a Constitutional question in the federal courts regarding this matter, but to humbly ask for you to respect our needs and rights.

If you agree, no response is necessary; otherwise please respond within 10 days.



Patricia Ann Braun and Douglas Ralph Saint

<sup>1</sup> The Constitution of the United States Analysis and Interpretation, Senate Document 99-16, U.S. Government Printing Office, Washington, 1987 as amended, 1992, p. 319.

<sup>2</sup> Ibid. p. 321, Footnote 9. Justice Holmes, *Milwaukee Publishing Co. v. Burleson*, 255 U.S. 407, 437 (1921)

<sup>3</sup> The United States Government Manual, 1997/1998, Office of the Federal Register, National Archives and Records Administration, U.S. Printing Office, Washington, May 30, 1997, p. 706

<sup>4</sup> Ibid. p. 706.

<sup>5</sup> Ibid. p. 706, Activities.



November 23, 1998

Patricia Braun or Douglas R Saint  
General Delivery  
Lindale TX 75771

Re: General Delivery Service

Dear Dr. Braun or Mr. Saint:

In response to your certified letter dated November 12, 1998, about General Delivery Services, the Postal Service is offering you the following:

General Delivery Service is a temporary service for no more than 30 days for transients and customers not permanently located.(DMM930.1.1)

The Postal Service of Lindale has provided you service since August, 1998. We have more than met the requirement of giving you General Delivery services for 30 days. We offer to deliver your mail to your residence "Free of Charge" or establish a Post Office Box at this office.

As of December 1, 1998, we will no longer provide you with General Delivery. Please notify this office within 10 days of receipt of your intentions for service or your mail will have to be returned.

We look forward to serving you as a Rural Customer or as a Post Office Box Customer.

Sincerely,

A handwritten signature in black ink, appearing to read "Leonda S. Todd", written over a horizontal line.

Leonda S. Todd  
Officer In Charge

attachment(1)



D900 Other Delivery Services

## **D930 General Delivery and Firm Holdout**

### **1.0 GENERAL DELIVERY**

- Purpose** General delivery is intended primarily as a temporary means of delivery:
- 1.1
- a. For transients and customers not permanently located.
  - b. For customers who want post office box service when boxes are unavailable.
  - c. For customers whose eligibility for carrier delivery is restricted by Postal Operations Manual 653.
- Service Restrictions** General delivery is available at only one facility under the administration of a multifacility post office. A postmaster may refuse or restrict general delivery:
- 1.2
- a. To a customer who is unable to present suitable identification.
  - b. To a customer whose mail volume or service level (e.g., mail accumulation) cannot reasonably be accommodated.
- Delivery to Addressee** A general delivery customer can be required to present suitable identification before mail is given to the customer.
- 1.3
- Holding Mail** General delivery mail is held for no more than 30 days, unless a shorter period is requested by the sender. Subject to 1.2, general delivery mail may be held for longer periods if requested by the sender or addressee.
- 1.4

Patricia Ann Braun, M.D. and Douglas Ralph Saint  
general delivery  
Lindale Post Office  
Lindale, Texas

November 26, 1998

CERTIFIED MAIL  
Z 154 026 230

Postmaster, 75771  
(Leonda S. Todd, Officer in Charge)  
Lindale Post Office,  
Lindale, Texas 75771

Dear Ms. Todd:

Ms. Todd, as you hold a different title than that of Postmaster, we must first ask if you have the delegated authority to respond to our Certified Mail that was sent to the Postmaster of 75771. If you do not, please forward our first letter and this letter to our requested person. If there is no *Postmaster at this Post Office, we would like for you to inform us of this fact, so that we may have our correspondence received by the appropriate party.*

If you do have the delegated authority to make the decisions you suggested in your November 23, 1998, letter, Certified Mail Number Z 360 549 985, we wish to first thank you for your return correspondence. This letter will discuss the regulations found attached to your letter.

First we will examine regulation **D930.1, Purpose.**

Regarding the phrase "general delivery is intended **primarily** as a temporary means of delivery," your position is that **our** use of general delivery is solely temporary. This position is untenable, for if there is a primary reason, does not logic relate there must be a secondary or even a tertiary intent of Congress? If the intent had been only temporary delivery, would not the regulation have been worded "General delivery is **only** a temporary means of mail delivery?"

Perhaps the term "temporary" simply means that the post office only holds the mail for a temporary period of time, 30 days by regulation, before returning it to the sender.

Next we will examine **D930.1.2, Restrictions.**

Restriction **(a.)** has never been an issue with you as sufficient identification has been provided and you have been holding and delivering our mail general delivery for several months. Restriction **(b.)** has never been an issue with you as there has been no complaint from you regarding mail volume.

The crux of the situation may be this: you have misread, misunderstood or have been misinformed regarding **D930.1.4, Holding Mail.** Reproduced below is the pertinent part of your regulation:

**Holding Mail (1.4)** General delivery mail is held for no more than 30 days, unless a shorter period is requested by the sender. Subject to 1.2, general delivery mail may be held for longer periods if requested by the sender or addressee.

It is easy to misinterpret the meaning of the first phrase "General delivery mail is held for no more than 30 days,..." by neglecting to understand for whom you are holding the mail and why you are holding it. Following the comma, the rest of the regulation makes clear who is the subject of the first phrase: "...unless a shorter period is requested by the **sender.**" The sender is the person for whom you are holding the mail, not the recipient. Perhaps, it will be easier for you to grasp if we explain how the Post Office/Postal Service delivers *all* mail by *contract*.



There are three parts to every contract: **OFFER, ACCEPTANCE, and CONSIDERATION.** The Post Office/Postal Service **OFFERS** the promise of mail transportation and delivery. The sender comes to you willing to **ACCEPT** your promise of transport and deliverance of a piece of mail. To complete the contract, the sender tenders **CONSIDERATION** by purchasing the appropriate stamps/postage at the rate for which you promise delivery. The sender affixes the postage and places the mail into your custody. You possess the mail, but it is not yours to keep as the contract is not complete. In order to consummate the contract, you must do as you promised and deliver the mail. Once the mail is delivered the contract is fulfilled. Normally you deliver to an address or a postal box. Someone at the location accepts the mail and your part of the contract is completed; the Post Office/Postal Service has no more liability to the sender.

But for "transients" or "customers not permanently located" you are required by your regulations (D390.1.4) to hold that piece of mail general delivery for 30 days, after which if uncollected, the regulations imply that the contract is completed, the Post Office/Postal Service is relieved of its contractual obligation, and the letter may be disposed of according to law. If the sender requests that you hold his letter for 15 days, you are required to return it to the sender after that period of time. It is nonsensical for the recipient to request for you to hold the sender's mail for a shorter period of time. According to your regulations (D390.1.4), if the recipient is unable to collect the mail held for the sender at general delivery within a 30 day period, the recipient may request that you hold the sender's mail for a longer period. Also according to your regulations (D390.1.4), if the sender realizes that the recipient will not be able to collect the mail within the 30 day period, the sender may request that you hold the sender's mail for a longer period of time.

The subject of the regulation found at D390.1.4 is the **sender**, not the **recipient**. In the second paragraph of your letter you indicate that general delivery is a temporary service lasting no more than 30 days. Stated as such this sentence is quite true if sender or recipient do not modify the holding time. But your interpretation establishes the position that since you have "provided [us] service since August, 1998" that in your judgment our time has run out and you are now going to deny the sender his contractual rights and at the same time you intend to deny us access to our mail. This interpretation is flagrantly erroneous. Clearly your regulations state that you are required to hold general delivery mail for 30 days for the **sender**. And furthermore as previously stated, the sender may request that you hold the mail for a longer or shorter period. It is not at your discretion to modify this time period. You do not have the authority to return the sender's mail upon your receipt of same without the minimum of 30 days passing for each item of mail according to your own regulations. Again, this is consistent with postal delivery policies; the duty of the Post Office and the Postal Service is the delivery of mail entrusted in them by the **SENDER**. The sender pays the consideration (postage), and is the one with whom **you** contract to deliver, not the recipient. To arbitrarily return mail outside of your lawful regulations, is breach of contract and may be considered as theft from the sender.

The paragraph "**Holding Mail**" does not state that there is only a 30 day limitation for the service of general delivery to any particular recipient Citizen. The 30 day "limit" is for each piece of mail to be returned to the sender. Since we have never allowed sender mail to accumulate for more than 30 days, this has required no decision or record keeping on your part. Your only duty was to toss the mail into the white plastic bin and await our collection. We have put no hardship on you, nor do we ever intend to. Yet postal employees under your supervision and possibly you yourself greet us with bemused hostility. This misplaced emotion is due to your misinterpretation of postal regulations which has caused slander of our character, diminution of our standing in the community, and damage to our professional status. Your job is to deliver mail, not pass arbitrary judgment upon those who are simply following your regulations precisely.

You seem to interpret section D390.1.4 to mean that you have some right to deny general delivery to all recipients after 30 days. This is absurd. How could anyone interpret this section to mean that you can violate your contract with the sender and deny us, the recipients, our mail, especially in

the light that you have not held any of our mail for longer than 15 days? This attitude for someone who is by law a public servant is shocking to our conscience and beyond the reasonable understanding of any human. If the regulation intended for you to deny anyone access to the mail, it would have said so in plain English. As it is worded, your regulation at D930.1.4 does not limit the use of general delivery by any one recipient. It certainly does not authorize you to return all or any mail as you have threatened in your letter. To act as you threaten would be a felony.

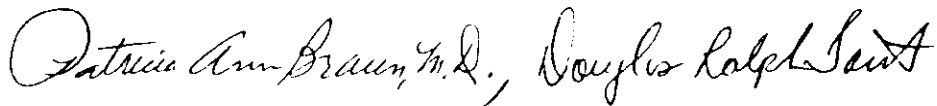
Regarding your "offer to deliver our mail to your residence 'Free of Charge' or establish a Post Office Box at this office," these are two solutions that are frankly problematical. By what law do you penalize us by denying mail service general delivery because we will not accept something that might be a benefit to us, like "Free of Charge" mail delivery? Courts in every civilized nation recognize that anyone has the right to refuse any legislative or private benefit. To put it simply, you cannot force a benefit upon anyone, even "Free of Charge" mail delivery. In addition, to coerce us to accept "Free of Charge" delivery to a "residence" when we don't have one is so senseless that it is not even an option. "Resident" and "residence" are very complex legal terms involving a political status that we reject. You can neither force us to be residents nor force us to have a residence. For you to do so would violate the First, Fourth, Fifth, Sixth, Tenth, Thirteenth and Fourteenth Amendments.

By what law do you penalize us by forcing us to "establish a Post Office Box at this office" just to receive our mail? This is frank extortion that violates many federal criminal statutes. Your solutions appear to reflect a misunderstanding of your duties, and your proposed actions would constitute malfeasance or abuse of your office.

Previously we have stated that we *are* "transients" and *are not* "customers not permanently located" as we are not "Customers" at all, but Patrons. We have previously explained that we are uninterested in being a **Customer** of the Postal **Service**, preferring to be a **Patron** of the Post **Office**, for the reasons outlined in our November 12, 1998, letter. This complies with your regulation at D930.1(a) which you highlighted for us in your attachment.

There are two solutions: Your regulations say that you must hold mail general delivery for 30 days for the sender, to be collected by the recipient. You are to log in the date of receipt of every piece of mail addressed to us. You are to release to us **all** mail addressed to us in your possession upon our request at the Post Office and note this in your log. Any piece of that mail which we have not collected and which remains in your possession for greater than that 30 days, we authorize you to return to the sender. **Otherwise, you are not authorized to return any mail addressed to us at any time to anyone, without our personal written approval.** To return mail or to direct another to return mail, will be considered an obstruction of mail service for which you hereby agree to accept full personal responsibility. We strongly suggest you seek competent legal council before returning any mail addressed to us prior to that 30 day holding limit referenced in D930.1.4. An alternative solution is for you to simply place our mail into the plastic bins without logging them in and await our collection.

If you understand and choose either of these two alternatives, no response is necessary. Otherwise, please respond within 10 days.



Patricia Ann Braun, M.D. and Douglas Ralph Saint

cc: Mary S. Elcano, Senior Vice President and General Counsel  
475 L'Enfant Plaza SW.,  
Washington, D.C. 20260-0010

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services
- Complete items 3, 4a, and 4b
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Postmaster  
Lindale Post Office  
Lindale, Texas 75771

4a. Article Number

2 351 245 899

4b. Service Type

- ☐ Registered ☒ Certified  
☐ Express Mail ☐ Insured  
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

11/16/98

5. Received By: (Print Name)

LEONDA J. TODD

6. Signature (Addressee or Agent)

X *Leonda J. Todd*

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

102595-98 B 0229

Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services
- Complete items 3, 4a, and 4b
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Postmaster 75771  
Lindale Post Office  
Lindale, Texas  
75771-9998

4a. Article Number

2 154 026 230

4b. Service Type

- ☐ Registered ☒ Certified  
☐ Express Mail ☐ Insured  
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

11-30-98

5. Received By: (Print Name)

LEONDA TODD

6. Signature (Addressee or Agent)

X *Leonda J. Todd*

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

102595-98 B 0229

Domestic Return Receipt

Thank you for using Return Receipt Service.

Patricia Ann Braun, M.D. and Douglas Ralph Saint  
general delivery  
Lindale Post Office  
Lindale, Texas

November 26, 1998

Mary S. Elcano, Senior Vice President and General Counsel  
United States Postal Service  
475 L'Enfant Plaza SW.,  
Washington, D.C. 20260-0010

Dear Ms. Elcano:

Enclosed please find the recent correspondence with Ms. Todd the "Officer in Charge" at the Lindale, Texas Post Office. Her misunderstanding of simple Postal regulations and basic Postal policy is causing us much distress and subjecting herself and the Postal Service to liabilities that could be avoided by a simple phone call from you. In hopes of a speedy resolution of this problem, we remain

Respectfully yours,

  
Patricia Ann Braun, M.D. and Douglas Ralph Saint



December 10, 1998

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Patricia Ann Braun, M.D.  
Douglas Ralph Saint  
General Delivery  
Lindale, TX 75771

Re: General Delivery Service

Dear Dr. Braun and Mr. Saint:

This responds to your letter dated November 26, 1998, to United States Postal Service Senior Vice President and General Counsel Mary S. Elcano regarding your request for continuation of general delivery service at the Lindale Post Office. I have been asked to respond on Ms. Elcano's behalf.

After careful consideration, Leonda S. Todd, the Acting Postmaster ("Officer in Charge") of Lindale, Texas, has determined that the two or three tubs of mail which you receive weekly are too voluminous to be accommodated regularly as general delivery mail. According to section D930.1.2.b of the Domestic Mail Manual, with which you are already familiar, a postmaster may refuse or restrict general delivery "[t]o a customer whose mail volume or service level (e.g., mail accumulation) cannot reasonably be accommodated." The determination of reasonable accommodation is within the discretion of the local postmaster. As the officer in charge of Lindale, Texas, Ms. Todd has complete authority and discretion to determine that your mail volume or service level cannot reasonably be accommodated at her office. Therefore, if you wish to continue receiving your mail, you must either accept free delivery at your residence or rent a post office box at the Lindale Post Office. You should make arrangements to elect one or the other of these alternatives at your earliest convenience. Effective thirty (30) days from the date of this letter, general delivery service will no longer be available to you.

Patricia Ann Braun, M.D.  
Douglas Ralph Saint

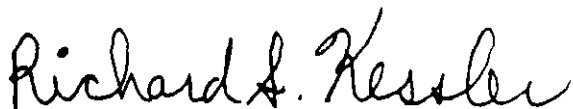
Page 1

If you are dissatisfied with this decision, you may write to the Postal Service's Consumer Advocate at the following address:

Vice President and Consumer Advocate  
U. S. Postal Service  
475 L'Enfant Plaza, SW, Room 5912  
Washington, DC 20260-2200

You may wish to include all previous correspondence, including this letter, with your letter.

Sincerely,

A handwritten signature in black ink that reads "Richard S. Kessler". The signature is written in a cursive, flowing style.

RICHARD S. KESSLER  
Attorney

cc: Mary S. Elcano  
Senior Vice President and General Counsel  
United States Postal Service  
475 L'Enfant Plaza, SW, Room 6004  
Washington, DC 20260-1100

Leona S. Todd  
Officer in Charge  
United States Postal Service  
Lindale, TX 75771-9998

**DMM REVISION**

**Drop Shipment Endorsements—  
Metered Mail**

Effective immediately, *Domestic Mail Manual* (DMM) D072.4.2 is revised to provide authorized alternative formats for markings required on dropshipped metered mail. This revision permits customers to print a numeric ZIP Code in place of the mailing office name or to abbreviate the endorsement if desired.

**D070 Drop Shipments**

**D072 Drop Shipment of Metered Mail**

**4.0 OPTION 2: DEPOSIT AT ANOTHER POST OFFICE**

**4.2 Endorsement**

The address plate area must contain an endorsement with the city and state of the entry post office, the words "Drop Shipment Authorization" (or the abbreviation "D/S Auth"), and the unique authorization number issued by the district. If the abbreviation "D/S Auth" is not used, the mailing office ZIP Code (3-digit ZIP Code prefix for uniquely coded cities, 5-digit ZIP Code of the acceptance facility for other locations) may be used in place of the city and state of mailing. The application and the endorsement format must be approved before drop shipment mailings are presented for acceptance.

**Examples:**

**Full Endorsement—Mailing Office City and State**

MAILED AT CHICAGO IL DROP SHIPMENT AUTHORIZATION 12	DROP SHIPMENT AUTHORIZATION 48 MAILED AT YAKIMA WA
--	--

**Full Endorsement—Mailing Office ZIP Code**

DROP SHIPMENT AUTHORIZATION 12 MAILED AT 606	MAILED AT 98901 DROP SHIPMENT AUTHORIZATION 48
--	--

**Abbreviated Format**

CHICAGO IL D/S AUTH 12	D/S AUTH 48 YAKIMA WA
---------------------------	--------------------------

—Business Mail Acceptance,  
Operations Support, 9-29-94

**Post Office Box and General Delivery Service for Persons With No Fixed Address**

In an effort to assist persons with no fixed address, a homeless person's application for post office box service (Form 1093) may be approved under any one of the following conditions:

1. The applicant is personally known to the postmaster or clerk.
2. An unknown applicant submits proper identification such as a valid driver's license or other credential showing the applicant's signature and a serial number, or other indicia that can be traced to the bearer.
3. The applicant provides a verifiable point of contact, e.g., place of employment, shelter, charitable institution, or social services office.

Applicants who cannot meet these conditions may receive indefinite general delivery service as provided in *Domestic Mail Manual* (DMM) D930 (see also *Postal Bulletin* 21870, 6/23/94, page 7). All customers receiving mail through general delivery can be required to present suitable identification before mail is given to them. Note: The 30-day limit in DMM 930.1.4 refers to how long mail is usually held in the General Delivery section, not to how long a person can receive general delivery service.

—Operations Support, 9-29-94

**Treasury Department Checks**

October Social Security benefit checks, normally delivered on the third of the month, are scheduled for delivery on the normal delivery date of Monday, October 3, 1994. The envelopes will bear the legend:

Postmaster: Requested delivery date is the  
3rd day of the month

Supplemental Security Income checks and Veteran's Administration compensation and pension checks are scheduled for delivery on Friday, September 30, 1994. The envelopes will bear the legend:

Postmaster: Requested delivery date is the  
30th day of the month

Civil Service annuity and Railroad Retirement checks are scheduled for delivery on the normal delivery date, October 1, 1994. The envelopes will bear the legend:

Postmaster: Requested delivery date is the  
1st day of the month or the first  
delivery date thereafter

—Operations Support, 9-29-94